

## **EXHIBIT “A”**

**Bill of Sale**

THAT SKH Management Corp located at 1875 Lexington Ave, New York, New York, 10035. ("SELLER") for and in consideration of eighteen million four hundred thousand US dollars (\$18,400,000) in hand paid by Inigo Philbrick, located at 22 Davies St, London W1K 3DE, UK ("BUYER"), the sufficiency of which is hereby acknowledged, that upon receipt of full payment, does by these presents BARGAIN, SELL AND TRANSFER unto BUYER all right, title and interest in and to the following:

Jean-Michel Basquiat  
*Humidity*  
1982  
acrylic, oilstick, and Xerox collage on canvas  
243.8 x 182.9 cms (96 x 72 ins)  
(Hereinafter the "Work")

TO HAVE AND TO HOLD, together with all rights and appurtenances, to BUYER, its successors and assigns.

BUYER shall make full payment of the purchase price (\$18,400,000) by COB ~~Friday~~  
<sup>Monday</sup>  
August 12<sup>th</sup>, 2016. Payment shall be made by wire in accord with the payment information provided by SELLER. Until payment in full is received by SELLER title shall remain with Seller. In addition, until payment is received possession and risk of loss shall remain with SELLER. In the event of the SELLER being unable to deliver the Work for any reason before receipt of full payment the Buyers' shall have no recourse.

SELLER represents and warrants that it is the sole, absolute and beneficial owner of the Work and that its title to the Work is free and clear of any and all claims, charges, liens, or encumbrances of any kind, nature or description affecting the Work including, but not limited to, any claim of any government or governmental agency. SELLER states further that it has full right, power and authority to convey good, complete and unencumbered title of the Work to BUYER, to make the representations and warranties contained herein on his behalf, and to accept the consideration given by him in full payment for the Work

SELLER represents and warrants that there are no actions which could affect or which relate to the foregoing Work pending against it in any court; nor are there any replevins, judgments or executions outstanding against it now in force; nor has any petition in bankruptcy or arrangement been filed by or against it; nor has he taken advantage of any law relating to insolvency.

SELLER represents and expressly warrants that the foregoing description of the Work is accurate and that the Work is in good condition per the report completed by Contemporary Conservation and dated July 25<sup>th</sup>, 2016. SELLER represents that to its knowledge any and all information imparted to BUYER regarding the Work is accurate and complete and that it has no knowledge of any challenge to his title or to the authenticity of the Work. In the event that any representation made by SELLER in regard

to the Work is demonstrably and materially not accurate Buyer may cancel the sale and return the Work for the purchase price which shall be its sole remedy. This warranty will have a 5-year term.

The parties having read this agreement, being the sole agreement between for the sale of the Work, understand its terms and agree to be bound by them as evidence by their or their authorized agents signatures set forth below.

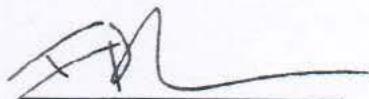
EXECUTED this 10 day of August, 2016.

The SELLER



SKH Management CORP

The BUYER



Inigo Philbrick Limited